

TRANSFER
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Doc # 2004030572
Book 8137 Page 0235

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#00968

DEED BY PERSONAL REPRESENTATIVE

Know All Men By These Presents

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That **Charlene LaVerdiere** of Waterville, County of Kennebec and State of Maine, duly appointed and acting **Personal Representative of the Estate of Elias J. Corey**, deceased, (testate), as shown by the probate records of the County of Kennebec, Maine, and having given notice to each person succeeding to an interest in the real property described below at least ten (10) days prior to the sale, by the power conferred by the Probate Code, and every other power, for consideration paid, grants to **Thomas J. Burns**, of Hull, County of Plymouth and State of Massachusetts, and whose mailing address is 60 Whitehead Avenue, Hull, MA 02045, the following real property:

A certain lot or parcel of land with buildings and improvements thereon situated in the City of Waterville, County of Kennebec and State of Maine, on the easterly side of Main Street, more particularly bounded and described as follows:

Parcel 1: Beginning on the easterly side of Main Street, in the center of a brick wall of the store known as W.B. Arnold Company; thence extending easterly on the southerly line of said Arnold Company's store, in the center of said wall, a distance of 132 feet, more or less, to the center of the westerly wall of the two-story annex building formerly owned by Central Maine Power Company (hereinafter sometimes called "Central Maine") as now located, otherwise known as its Linemen's or Storehouse Building; thence extending southerly along the center line of said wall as now located and in said line continued a distance of 24 feet, more or less, to the northeasterly line of land conveyed to Central Maine by the City of Waterville by deed dated December 8, 1951, recorded in the Kennebec County Registry of Deeds in Book 906, Page 464; thence extending northwesterly along the northeasterly line of said land conveyed by said City to Central Maine by said deed of December 8, 1951, a distance of 4 feet, more or less, to the northwesterly corner of said land conveyed by said City to Central Maine; thence extending southerly along the easterly line of the first parcel described in a deed from Hanson & Webber Building Company to Central Maine dated August 23, 1916, recorded in said Registry of Deeds in Book 558, Page 311, a distance of 6 feet, more or less, to a stone monument set in the ground; thence extending westerly along the southerly line of land conveyed to Central Maine by said deed of Hanson & Webber Building Company and parallel with W.B. Arnold Company's southerly line a distance of 128 feet, more or less, to the easterly side of Main Street; thence extending northerly on the easterly side of Main Street a distance of 28 feet, more or less, to the point of beginning.

The above-described premises are the same premises described in the first parcel in said deed from Hanson & Webber Building Company to Central Maine and a portion of the westerly part of the second parcel described in said deed of Hanson & Webber Building Company to Central Maine.

Excepting from the above-described premises, the right, title, and interest of Central Maine, or its successors and assigns, in and to a right of way over a strip of land 10 feet in width which was located just westerly of the easterly line of the Coffin lot, so-called, as was conveyed by Central Maine to Clara M. Burleigh et al. by deed dated November 29, 1916, recorded in said Registry in Book 560, Page 195.

Also conveying to Grantee, his heirs and assigns, such rights as Grantor now has to use the common right of way extending to Front Street, which is described in a deed from the City of Waterville to Clara M. Burleigh et al. dated November 29, 1916, recorded in said Registry in Book 560, Page 196, said right of way to be used in common with Central Maine, Grantee and his respective heirs, successors and assigns, and other entitled to use the same.

Also conveying to Grantee, his heirs and assigns, the right to maintain sewers where the same are located between the above-described premises and Front Street,

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and to do all acts proper for the maintenance of the same, as were described in a deed from the City of Waterville to Central Maine dated November 29, 1916 and recorded in said Registry in Book 559, Page 453.

Parcel 2: Beginning at the northeast corner of land conveyed by Central Securities Corporation to Luke R. Brown by deed dated August 3, 1925, recorded in the Kennebec County Registry of Deeds in Book 628, Page 204, said corner being fifty-one (51) feet, more or less, from the easterly line of Main Street measured along the southerly line of Parcel 1 described above and being the middle line of the easterly end of a certain party wall covered by Indenture between Central Maine and George H. Sterns, et al., dated May 31, 1941 and recorded in the Kennebec County Registry of Deeds in Book 777, Page 105; thence extending southerly a distance of approximately fifteen (15) feet along the middle line of the easterly wall of Sternses' building as now located to an angle in said wall; thence extending easterly along the middle line of the northerly wall of said Sternses' building as now located a distance of approximately forty-six (46) feet to the northeasterly corner of land conveyed by Central Maine to George H. Sterns, et al., by Indenture dated May 31, 1941, recorded in said Registry in Book 777, Page 102; thence extending southeasterly along the middle line of the northeasterly wall of said Sternses' building as now located a distance of fifteen (15) feet and eleven (11) inches to a point where the middle line of the southeasterly wall of Central Maine's extension to its Waterville store building intersects the middle line of the northeasterly wall of said Sternses' building, said point also being the middle line of the northwesterly wall of a proposed elevator well of said Sternses; thence extending northeasterly at right angles to the last described course to the northeasterly face of the northeasterly wall of said Sternses' building; thence continuing the same course along the middle line of the southeasterly wall of Central Maine's extension to its Waterville store, which is the middle line of the northwesterly wall of Sternses' proposed elevator well, a distance of seven and one-half ($7\frac{1}{2}$) feet to a point; thence extending southeasterly parallel with and seven and one-half ($7\frac{1}{2}$) feet distant northeasterly from the northeasterly wall of Sternses' building as now located a distance of twelve (12) feet to a point; thence extending southwesterly parallel with and twelve (12) feet distant southeasterly from the northwesterly line of Sternses' proposed elevator well a distance of seven and one-half ($7\frac{1}{2}$) feet to the northeasterly wall of said Sternses' building; thence extending southeasterly along the northeasterly line of Sternses' said building to a point which is twenty-nine and seven tenths (29.7) feet northwesterly from the northeast corner of land owned by George H. Stevens, et al., measured along the northeasterly line of said Sternses' land and thirty-nine (39) feet distant southerly from the southwest corner of Central Maine's said Linemen's or Storehouse Building; thence extending northerly along the westerly line of land conveyed by the City of Waterville to Central Maine by said deed of December 8, 1951, a distance of thirty-four (34) feet, more or less, to a stone monument set in the ground; thence extending westerly along the southerly line of Parcel 1 above to the point of beginning.

The above described premises are a portion of the premises conveyed to Central Maine by Central Securities Corporation by deed dated May 22, 1930, recorded in the Kennebec County Registry of Deeds in Book 672, Page 510, also the same premises conveyed by George H. Sterns, et al. to Central Maine, by Indenture dated March 21, 1959, recorded in said Registry of Deeds in Book 1142, Page 181, subject to the terms and conditions therein contained.

Also conveying to Grantee, his heirs and assigns, any interest Grantor has in and to said ten foot strip of land which was conveyed by Clara M. Burleigh, et al., to Central Securities Corporation by deed dated December 2, 1924, recorded in said Registry in Book 629, Page 230, which lies just westerly of the easterly line of the Coffin Lot, so-called.

Also conveying to said Grantee, his heirs and assigns, any right Grantor now has to use said common right of way as described in said deed from the City of Waterville to Clara M. Burleigh, et al., dated November 29, 1916, recorded in said Registry in Book 560, Page 196, which right of way is to be used in common with Central Maine, Grantee, their respective heirs, successors and assigns, and others entitled to use the same.

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Parcel 3: Beginning at the southeast corner of Central Maine's Storehouse lot, being the second parcel as described in a deed from Hanson & Webber Building Company to Central Maine, dated August 23, 1916, recorded in the Kennebec County Registry of Deeds in Book 558, Page 311; thence extending southerly from said southeast corner about forty-four (44) feet to the northeast corner of land of George H. Sterns, et al.; thence extending northwesterly along the northeasterly line of said Sterns' land about thirty (30) feet to the southeasterly corner of Parcel 2 above; thence extending northerly about thirty-eight (38) feet along the easterly line of Parcels 1 and 2 above to the southwest corner of said storehouse lot; thence extending easterly about fifty-five (55) feet along the southerly line of said storehouse lot to the point of beginning.

The above described premises are the same premises conveyed to Central Maine by the City of Waterville by said deed of December 8, 1951.

The above described premises are conveyed subject to the right of George H. Sterns et al., their heirs and assigns, and others entitled to use the same common right of way described in said deed from the City of Waterville to Clara M. Burleigh, et al., by said deed of November 29, 1916.

Subject to the exception and reservation by Central Maine, its successors and assigns, of the perpetual right and easement to operate, maintain, repair, renew, and replace its underground vault and underground conduit lines as the same are now located within the limits of the premises described in this Parcel 3; together with the right to enter upon said premises for any or all of such purposes.

By acceptance of this deed, the said Grantee covenants and agrees for himself, his heirs and assigns, that no building or other structure shall be erected or maintained over the area occupied by said underground vault without the written consent of Central Maine, its successors and assigns.

Also conveying to the said Grantee, his heirs and assigns, the rights and privileges of Grantor under the following party wall agreements, subject, however, to all the terms, conditions, and obligations in said party wall agreements contained as the same are now in full force and effect, to which party wall agreements and the recording thereof reference is hereby made for a more particular description:

1. Agreement between L. Eugene Thayer and Edwin G. Coffin, dated May 12, 1886, recorded in said Registry of Deeds in Book 363, Page 190;
2. Agreement between Central Maine Power Company and W.B. Arnold Company dated June 15, 1948, recorded in said Registry of Deeds in Book 859, Page 173, which agreement modifies said Thayer and Coffin agreement of May 12, 1886;
3. Agreement between Central Maine Power Company and Bessie Sterns, et al., dated May 31, 1941, recorded in said Registry of Deeds in Book 777, Page 105, which agreement expressly supersedes and cancels an agreement between Hall C. Burleigh and Hanson, Webber & Dunham, dated November 21, 1894 and recorded in said Registry of Deeds in Book 405, Page 355;
4. An Indenture between Central Maine Power Company and George H. Sterns, et al., dated October 24, 1947 and recorded in said Registry of Deeds in Book 847, Page 583;
5. An Indenture between Central Maine Power Company and George H. Sterns, et al., dated March 21, 1959, recorded in said Registry of Deeds in Book 1141, Page 181.

By the acceptance of this deed, Grantee covenants and agrees for himself, his heirs and assigns, to perform, carry out, comply with and observe all of the terms, provisions, duties, obligations and covenants to be carried out and performed by

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Central Maine, its successors and assigns, under the terms and provisions of each and all of said party wall agreements or Indentures as now in full force and effect.

Also conveying to Grantee, his heirs and assigns, any rights of Grantor under a certain sewer agreement made March 25, 1896, between Hanson, Webber & Dunham, party of the first part, Laura B. Howard, et al., party of the second part, William B. Arnold, party of the third part, and George K. Boutelle, party of the fourth part, which agreement is recorded in said Registry of Deeds.

Also conveying to Grantee, his heirs and assigns, any right of Grantor to repair, replace, operate and maintain any sewer or water pipes, telephone cables, and secondary electric conduits or cables which are located under and along the premises hereby conveyed and which are used to render service to the buildings located on the premises hereby conveyed.

That part of the wall as now located between the premises described in Parcel 1 above and the premises described in a certain purchase contract dated June 29, 1959 between Central Maine and Corey is a party wall and Central Maine and E.J. Corey shall each be entitled to and subject to the rights, duties and obligations with respect to said wall as more fully set forth in said purchase contract.

Subject to the exception and reservation by Central Maine Power Company, its successors and assigns, of the perpetual right and easement to repair, replace, renew, operate, and maintain any and all primary electric cables or conduits as the same are now located under or across the premises hereby conveyed, or any secondary electric cables or conduits as the same are now located under or across the premises hereby conveyed, which are not used for supplying electric service to the buildings located on the premises hereby conveyed; also the right and easement to discharge waste water from Central Maine's said vault into the sewer as the same is now located; together with the right to enter on the premises hereby conveyed for any and all of the foregoing purposes.

The premises described in Parcel 2 above are conveyed subject to the restriction that no building or similar encumbrance or obstruction will be constructed, erected, or maintained on that part of the strip of land seven and one-half (7½) feet in width described in the Indenture of May 31, 1941, between Bessie Sterns, et al., and Central Maine Power Company, recorded in the Kennebec County Registry of Deeds in Book 777, Page 102, which extends from the southeasterly line of the 7½ x 12 foot parcel of land conveyed by Central Maine Power Company to George H. Sterns, et al., by Indenture dated March 21, 1959, recorded in said Registry in Book 1142, Page 181, southeasterly along the northeasterly wall of said George H. Sterns, et al.'s building a distance of eight (8) feet, more or less, to the southeasterly corner of land owned by Central Maine Power Company on May 31, 1941, said southeasterly corner being 29.7 feet northwesterly from the northeasterly corner of land owned by George H. Sterns, et al., measured along the northeasterly line of said Sternses' land and thirty-nine (39) feet distant southerly from the southwesterly corner of Central Maine's said Linemen's or Storehouse Building. The balance of said restriction on said seven and one-half (7½) foot strip was released to Central Maine by George H. Sterns, et al., by said Indenture of March 21, 1959.

Being the same premises conveyed in a deed from Central Maine Power Company to E.J. Corey dated June 29, 1959 and recorded in the Kennebec County Registry of Deeds in Book 1157, Page 88.

ALSO ANOTHER certain piece or parcel of land located in the City of Waterville, County of Kennebec and State of Maine, more particularly bounded and described as follows:

Beginning at an iron pin set in the ground at the northeast corner of land conveyed by the City of Waterville to Central Maine by deed dated December 8, 1951 and recorded in the Kennebec County Registry of Deeds in Book 906, Page 464;

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thence extending in a northwesterly direction along the northeasterly line of land conveyed to Central Maine by the City of Waterville by said deed of December 8, 1951, a distance of fifty-one (51) feet, more or less, to a point where the easterly line of the premises described in Parcel 1 of a certain deed from Central Maine to Corey dated June 29, 1959, recorded in said Registry in Book 1157, Page 88, intersects the last described course; thence extending northerly along the easterly line of the premises described in said Parcel 1 a distance of twenty-four (24) feet, more or less, to the northeast corner thereof; thence continuing the same course along the center line of a wall as now located between the herein described premises and the premises now or formerly of W.B. Arnold Company a distance of eleven (11) feet, more or less, to the southerly line of land formerly of C.K. Mathews; thence extending easterly in the southerly line of land formerly of said Mathews a distance of fifty-six (56) feet, more or less, to the southeast corner of land formerly of C.K. Mathews at a spike set in the ground; thence continuing southerly in a line which is a continuation of the easterly line of land formerly of C.K. Mathews a distance of forty (40) feet, more or less, to the iron pin at the point of beginning.

The above-described premises are a portion of the premises described in the second parcel of a certain deed from Hanson & Webber Building Company to Central Maine Power Company, dated August 23, 1916, recorded in the Kennebec County Registry of Deeds in Book 558, Page 311.

Also conveying to said Grantee, his heirs and assigns, such rights as Grantor now has to use the common right of way extending to Front Street which is described in a deed from the City of Waterville to Clara M. Burleigh, et al. dated November 29, 1916, recorded in said Registry of Deeds in Book 560, Page 196.

Also releasing to said Grantee, his heirs and assigns, all right, title, and interest that Central Maine may now have in and to that part of said common right of way extending to Front Street as was conveyed by the City of Waterville to Clara M. Burleigh, et al., by said deed of November 29, 1916, which is located within the limits of the premises conveyed by the City of Waterville to Central Maine by said deed of December 8, 1951.

Also granting to said Grantee, his heirs and assigns, any and all rights and privileges that Grantor may now have under the party wall agreement between Central Maine and W.B. Arnold Company, dated June 15, 1948, recorded in the Kennebec County Registry of Deeds in Book 859, Page 173, covering that part of the westerly wall of Central Maine's annex building, otherwise known as the Linemen's or Storehouse Building, and the easterly wall of the building now or formerly of W.B. Arnold Company which extends from the northeasterly corner of the premises described in Parcel 1 of said deed dated June 29, 1959, recorded in said Registry in Book 1157, Page 88, from Central Maine to Corey, northerly a distance of eleven (11) feet, more or less, to the northwest corner of the above-described premises, at the southerly line of land formerly of C.K. Mathews; subject, however, to all the terms, conditions, and obligations of said party wall agreement as the same are now in full force and effect insofar as they relate to the above-described portion of said party wall, to which party wall agreement and the recording thereof reference is hereby made for a more particular description, and Grantee, by acceptance of this deed, covenants and agrees for himself, his heirs and assigns, to perform, carry out, comply with, and observe all the terms and provisions, duties, obligations, and covenants to be carried out and performed by Central Maine, its successors and assigns, under the terms and provisions of said party wall agreement.

Subject to the exception and reservation by Central Maine, its successors and assigns, of the perpetual right and easement to attach guys and other supports to the easterly wall of the Linemen's or Storehouse Building located on the above-described premises, together with the right to enter on the above-described premises for any or all of the foregoing purposes.

Being the same premises conveyed to E.J. Corey by deed from Central Maine Power Company dated July 6, 1964 and recorded in the Kennebec County Registry of Deeds in Book 1346, Page 293.

IN WITNESS WHEREOF, the said Charlene LaVerdiere, Personal Representative of the Estate of Elias J. Corey has set her hand and seal on this 23rd day of September, 2004.

Signed, Sealed and Delivered
in the presence of:

Paul A. LaVerdiere
Witness

Charlene LaVerdiere
Charlene LaVerdiere
Personal Representative of the
Estate of Elias J. Corey

STATE OF MAINE
County of Kennebec, ss.

Personally appeared before me on this 23rd day of September, 2004, the above-named, Charlene LaVerdiere in her capacity as Personal Representative of the Estate of Elias J. Corey, and acknowledged the foregoing instrument to be her free act and deed.

Before me,

William P. Dubord
Notary Public

WILLIAM P. DUBORD
Attorney At Law
Notary Public
My Commission Expires 6/26/2008

Received Kennebec SS.
09/27/2004 12:32PM
Pages 6 Attest:
BEVERLY BUSTIN-HATHEWAY
REGISTER OF DEEDS